सत्यमेव जयते

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Government of Karnataka

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Certificate No.	:	IN-KA53057668994316W
Certificate Issued Date	:	11-Mar-2024 12:15 PM
Account Reference	:	NONACC (FI)/ kacrsfl08/ T DASARAHALLI5/ KA-GN
Unique Doc. Reference	:	SUBIN-KAKACRSFL0867570287821783W
Purchased by	:	SATHYA BOREWELL CLEANING
Description of Document	:	Article 5(i-d)(ii) Agreement or its records or MOA - Agreement relating to building works or labour or services Above Rs.10 lakhs
Property Description	:	AGREEMENT
Consideration Price (Rs.)	:	1,30,00,000 (One Crore Thirty Lakh only)
First Party	:	EXECUTIVE ENGINEER BBMP BYATARAYANAPURA DIVISION
Second Party	:	SATHYA BOREWELL CLEANING
Stamp Duty Paid By	:	SATHYA BOREWELL CLEANING
Stamp Duty Amount(Rs.)	:	6,500 (Six Thousand Five Hundred only)

Please write or type below this line

AGREEMENT

Agreement No. 53 **/23-24**

This agreement made on this 15th day of March 2024 Between the Executive Engineer, Byatarayanapura Division, Yalahanka Zone, Bellary Road, Byatarayanapura, Bangalore – 92, on behalf of the Commissioner, Bruhat Bangalore Mahanagara Palike, Bangalore. (hereinafter called "the Employer") of the one part and **M/s. Sathya Borewell Cleaning,** Prop. Sri. Sathish N R, No. 110, Vidyasagara, T Dasarahalli, Bengaluru-560057, (hereinafter called "the Contractor") of the other part.

For SATHYA BOREWELL CLEANING

Proprietor

Executive Engineer
Byatarayanapura Division
BBMP Bangalore-92

Statutory Alert:
1. The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

Where as the Employer is desirous that the Contractor to execute the work of Drilling of New Borewells and Providing Pump and motor and other accessories, Laying pipeline in ward No. 07, Thanisandra and 08 Amruthahalli for Work Code: **007-24-000007**, **IndentNo. 2313. P3803 15th Finance Commission Works [Allocation as per Annexure]**, Administrative Approval AS/EE(BTP)/82/2023-24 Date: 12-03-2024 and Technical Sanction No. TS/CE/(YNK)/88/2023-24 Date: 07-02-2024 of Tender Notification No. EE/BTP/BBMP/KPPP/17/2023-24, Dated: 07-02-2024, (Hereinafter called "the Works") and the Employer has accepted the tender of the Contractor for the execution and completion of such works and the remedfying of any defects therein at a contract. **As per the Govt Approval No: ನಅಇ 210 ಎಂಎನ್‌ಪೈ 2024 (ಇ), ಬೆಂಗಳೂರು, ದಿನಾಂಕ: 12–03–2024. The Government has Approved for Rs. 1,25,05,784.00 (Rupees One Crore Twenty Five Lakh Five Thousand Seven Hundred Eighty Four Only) Which works out S R Rates**,The FSD 5% Amount Paid Rs. 6,26,000/- through BG No: 24112BG000022, Date: 07-03-2024. Karnataka Bank Ltd., Mahalakshmipuram Branch, GST No: 29AJJPS7091K1ZB.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement, words and expression shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to and they shall be deemed to form and be read and construed as part of this Agreement.
2. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor here by covenants with the Employer to execute and complete the works and remedy any defects therein in conformity in all aspects with the provisions of the Contract.
3. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the works and the remedying the defects wherein the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
4. The Work shall be commenced with all Men and Machinery within 7 days from the Date of Work Order, failing which it would be presumed that the Successful Tenderer is not interested in the Work and Action will be taken to get the Work executed through Alternate Agency at the risk and cost of the Former Tenderer.
5. Sub-Letting of work is prohibited.
6. The defect liability period is three years from the date of final bill. The E.M.D and S.D. will be refunded only after the defect liability period.
7. Frequency of the quality test of all the materials and other tests have to be conducted by the contractor as per MORT&H (IV th Revision) I.R.C. guidelines and other relevant Indian standards in his laboratory or any other laboratory assigned by BBMP on his own cost in presence of Engineer / consultants appointed by BBMP
8. Works costing more than Rs.10 Lakhs are subject to third party test and the cost of the same shall be borne by the contractor.
9. The Bank Guarantee/FDR Validity Period should be renewed well in advance before 1 month of date of expiry period in case the work is not executed in Stipulated time/Upto to Defect Liability Period.
10. The other contract conditions as per KW4 standard tender document.
11. The following documents shall be deemed to form and be read and Construed as part of this Agreement, viz.:
    a. Letter of Acceptance;
    b. Notice to proceed with the works;
    c. Contractor's Tender as per e-proc Portal.
    d. Contract Data as per e-proc Portal.;
    e. Conditions of contract (including Special Conditions of Contract);
    f. Specifications;
    g. Drawings;
    h. Bill of quantities; and
    i. Any other document listed in the Contract Data as forming part of the contract.

In witness where of the parties there to have caused this Agreement to be executed the day and year first before written.

The Common Seal of was hereunto affixed in the presence of: 1) _____

2)_____

Signed, Sealed and Delivered by the said Executive Engineer, Byatarayanapura Division, Yalahanka Zone, Bruhat Bangalore Mahanagara Palike.

Binding Signature of Contractor _____

In the presence of :

Binding Signature of Employer:

Executive Engineer
Byatarayanapura Division,
B,B,M,P. Bangalore –92.

For SATHYA BOREWELL CLEANING

Proprietor